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Form PTO-1594

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cooperheat-MQS, Inc.

12-16-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State – Delaware
☐ Other

Additional name(s) of conveying party(ies) attached? ☐Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: November 26, 2002

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal

Address: _____

Street Address: 450 Park AvenueCity: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2210891; 1741770; 2227740; 1745798Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stanley SeuradgeInternal Address: Schulte Roth & Zabel LLPStreet Address: 919 Third Avenue

DIAZ1 00000030 500675 2210891

40.00 CH

75.00 CH

City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 – Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanley Seuradge

Name of Person Signing

Signature

December 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

9191328.1

TRADEMARK
 REEL: 2644 FRAME: 0674

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Cooperheat-MQS, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated November 26, 2002 (the "Security Agreement"), in favor of Ableco Finance LLC, as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grants to the Assignee for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 26, 2002.

COOPERHEAT-MQS, INC.

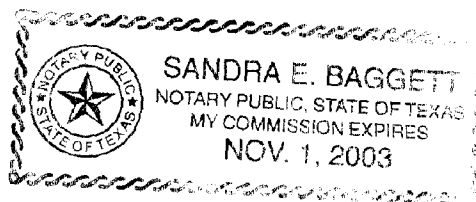
By: Alton L. Daffin
Name: Alton L. Daffin,
Title: Chief Financial Officer

STATE OF Texas

COUNTY OF Harris SS.:

On this 23rd day of November, 2002, before me personally came ALTON L. DUFFIN to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Cooperheat-MQS, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Cooperheat-MQS, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Sandra E. Baggett



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. TRADEMARKS AND REGISTRATIONS

Trademark	Registration Number	Registration Date
COOPERHEAT	2210891	12/15/98
THERMOJET	1741770	12/22/92
COOPERHEAT	2227740	03/02/99
COOPERKNIT	1745798	01/12/93

9336285.1

RECORDED: 12/16/2002

TRADEMARK
REEL: 2644 FRAME: 0678